

AN ORDINANCE approving CONTRACT #6194-91, 1991 ASPHALT RESURFACING PROGRAM, PKG. 1 between WAYNE ASPHALT & CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.


NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT #6194-91, 1991 ASPHALT RESURFACING PROGRAM, PKG. 1 by and between WAYNE ASPHALT & CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:


1. Rudisill Blvd. from the east property line of Fairfield Avenue to the west property line of Broadway.
2. Pettit Avenue from the west property line of Fairfield Avenue to the west property line of Old Mill Road;

the Contract price is One Hundred Sixty-Seven Thousand Six Hundred Sixty-Six and 93/100 Dollars (\$167,666.93), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

CONTRACT NO. 6194-91
1991 ASPHALT RESURFACING PROGRAM, PACKAGE 1 (MVH/LRS)

BOARD ORDER NO. 1-91

WORK ORDER NO. 10,897

THIS CONTRACT made and entered into in triplicate this 20 day of March, 1991, by and between WAYNE ASPHALT & CONSTRUCTION CO., INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

To improve by resurfacing:

1. Rudisill Blvd. from the east property line of Fairfield Avenue to the west property line of Broadway.
 2. Pettit Avenue from the west property line of Fairfield Avenue to the west property line of Old Mill Road.,
- all according to Res. No. 6194-91 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$167,666.93. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also requires of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Resolution No. 6194-91
- b. Instructions to Bidders for Resolution No. 6194-91
- c. Contractor's Proposal Dated 3/6/91
- d. Ft. Wayne Street Engineering Drawings accompanying bid packet for Resolution No. 6194-91
- e. Supplemental Specifications accompanying bid packet for Resolution No. 6194-91
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Right-of-Way Cut Permit.
- l. Comprehensive Liability Insurance Coverage.
- m. Minority/Female Employment Hourly Utilization
- n. MBE/EBE Commitment Form

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE II: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12:

The CONTRACTOR agrees to complete the work specified in the contract by 6/15/91 after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

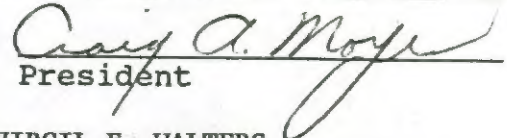
This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

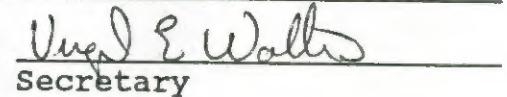
CONTRACTOR

WAYNE ASPHALT & CONSTR. CO., INC.

BY: CRAIG A. MOYER


President

BY: VIRGIL E. WALTERS

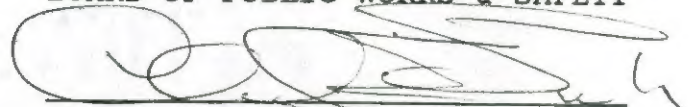

Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____

Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY



Charles E. Layton
Director of Public Works



Michael McAlexander
Director of Public Safety

Douglas M. Lehman
Director of Administration &
Finance

ATTEST:


Patricia J. Crick, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 18th day of March, 1991, personally appeared the within named Craig A. Moyer & Virgil E. Walters, who, being by me first duly sworn upon their oaths, say that they are the President and Vice President / Secretary of Wayne Asphalt Inc., and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of Weikel Line Company for the uses and purposes therein set forth.

Jane M. Bowers
NOTARY PUBLIC

Jane M. Bowers
(Type or print name of notary)

MY COMMISSION EXPIRES: 4-5-95

Resident of Allen County, Indiana

BID TAB

DATE: 3-6-91

BIDDER:

BIDDER:

BIDDER:

PROJECT: RESURFACING 1991 PACKAGE NO. 1 BASE BID

RES. NO: 6194-91

WAYNE ASPHALT CONST.

BROOKS CONST. CO.

S E JOHNSON CO.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1.	Surface Milling Bituminous	20779	SY	2.00	41558.00	0.82	17038.78	1.40	29090.60	1.75	36363
2.	Pavement Removal	2789	SY	5.50	15339.50	2.80	7809.20	4.00	11156.00	8.50	23706
3.	H.A.C. Base No. 5D	1382	TDN	30.00	41460.00	22.57	31191.74	24.00	33168.00	24.20	33444
4.	H.A.C. Binder No. 9	2119	TDN	27.00	57213.00	22.57	47825.83	21.00	44499.00	22.15	46935
5.	H.A.C. Surface Type B	1146	TDN	32.00	36672.00	27.28	31262.88	28.00	32088.00	27.55	31572
6.	Joint & Crack Sealer	5.17	TDN	750.00	3877.50	650.00	3360.50	800.00	4136.00	635.00	3282
7.	Castings Adjusted to Grade	22	EA	175.00	3850.00	175.00	3850.00	185.00	4070.00	180.00	3960
8.	Castings Furnished & Adjusted to Grade	1	EA	325.00	325.00	350.00	350.00	350.00	350.00	330.00	330
9.	Water Valves Adjusted to Grade	16	EA	100.00	1600.00	80.00	1280.00	55.00	880.00	47.00	752
10.	Concrete Curb Type 11-A	100	LF	5.50	550.00	15.00	1500.00	10.00	1000.00	16.00	1600
11.	Permanent Pavement Marking (Center line) Solid Yellow 6"	6600	LF	1.75	11550.00	0.48	3168.00	0.50	3300.00	0.50	3300
12.	Permanent Pavement Marking (Center line) Skip Yellow 6"	450	LF	1.75	787.50	0.48	216.00	0.50	225.00	0.50	225
13.	Permanent Pavement Marking (Lane Line) Skip White 6"	1800	LF	1.75	3150.00	0.48	864.00	0.50	900.00	0.50	900
14.	Permanent Pavement Marking (Cross Walk) Solid White 6"	640	LF	1.75	1120.00	1.00	640.00	1.05	672.00	1.05	672
15.	Permanent Pavement Marking (Stop Bar) White 24"	105	LF	5.25	551.25	4.00	420.00	4.20	441.00	4.20	441
16.	Yellow Temporary Pavement Marking	2300	LF	1.10	2530.00	0.40	920.00	0.25	575.00	0.20	460
17.	Type A Construction Signs	16	EA	120.00	1920.00	75.00	1200.00	28.20	451.20	75.00	1200
18.	Type B Construction Signs	4	EA	40.00	160.00	30.00	120.00	8.80	35.20	20.00	80
19.	Arrow Boards	2	EA	800.00	1600.00	250.00	500.00	850.00	1700.00	900.00	1800
20.	Type I Barricades w/flashers	120	EA	15.00	1800.00	1.00	120.00	4.00	480.00	15.00	1800
21.	Maintenance of Traffic	1	LS	5000.00	5000.00	3500.00	3500.00	7500.00	7500.00	5000.00	5000

TOTAL: \$232,613.75 TOTAL: \$157,136.93 TOTAL: \$176,717.00 TOTAL: \$197,825.25

% over	0.00%	% over	0.00%	% over	0.00
% under	32.45%	% under	24.03%	% under	14.96

BID TAB				DATE:		BIDDER:		BIDDER:		BIDDER:	
PROJECT: RESURFACING 1991-PACKAGE NO.1 ALTERNATE 1				RES. NO: 6194-91		WAYNE ASPHALT CONST.		BROOKS CONST. CO		S E JOHNSON CO.	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
1.	Additive H.A.C. Surface Type B with MAC-20	810	TON	6.00	4860.00	13.00	10530.00	10.00	8100.00	5.80	4698.00
TOTAL:					\$4,860.00	TOTAL:	\$10,530.00	TOTAL:	\$8,100.00	TOTAL:	\$4,698.00
						% over	116.67%	% over	66.67%	% over	0.
						% under	0.00%	% under	0.00%	% under	3.

DATE:3-6-91 RES. NO:6194-91

BIDDER:

: BIDDER:

BIDDER:

PROJECT: 1991 RESURFACING PACKAGE #1 (COMBINED BID TAB)

ENGINEER'S
ESTIMATE

WAYNE ASPHALT

BROOKS CONST. CO.

(S.E. JOHNSON COMPANIES)

BASE

14232,613.75

\$157,136.93

\$176,717.00

\$197,825.25

ALTERNATE #1 BID

\$4,860.00

\$10,530.00

\$2,100.00

\$4,698.00 :

TOTAL: \$237,473.75 | TOTAL: \$167,666.93 | TOTAL: \$184,817.00 | TOTAL: \$202,523.25 |

1% over	0.0011% over	0.0011% over	0.0021%
1% under	29.4011% under	22.1711% under	14.7211%

Read the first time in full and on motion by Bradbury, seconded by Quinn, and duly adopted, read the second time title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 3-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Quinn, and duly adopted, placed on its passage. PASSED 10-10-91 by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD				
SCHMIDT	<u>✓</u>			<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 4-9-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 1-91-91 on the 9th day of April, 1991.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of April, 1991, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of April, 1991, at the hour of 10:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract #6194-91, 1991 Asphalt Resurfacing Program, Pkg. 1 (MVH/LRS)

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPSIS OF ORDINANCE: Contract #6194-91, 1991 Asphalt Resurfacing Program, Package 1, is for improvement of the following by resurfacing:

1. Rudisill Blvd. from the east property line of Fairfield Avenue to the west property line of Broadway.
2. Pettit Avenue from the west property line of Fairfield Avenue to the west property line of Old Mill Road.

Wayne Asphalt & Construction Co., Inc., is the contractor.

EFFECT OF PASSAGE: Resurfacing at the above areas.

EFFECT OF NON PASSAGE:

91-03-37

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$167,666.93

ASSIGNED TO COMMITTEE:

BILL NO. S-91-03-37

REPORT OF THE COMMITTEE ON PUBLIC WORKS

JANET G. BRADBURY, CHAIRPERSON
CLETUS R. EDMONDS, VICE CHAIRMAN
GIAQUINTA, REDD, HENRY

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving CONTRACT
#6194-91, ASPHALT RESURFACING PROGRAM, PKG. 1 between WAYNE
ASPHALT & CONSTRUCTION CO., INC. and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and
Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

J. G. Bradbury

C. R. Edmonds

G. Redd

H. Henry

DATED: 4-9-91.

Sandra E. Kennedy
City Clerk